

## **CONTRACT OF EMPLOYMENT**

### **Superintendent**

It is hereby agreed by and between the **Board of Education of the Northport Public School District** (hereinafter "Board") and **T. Neil Wetherbee** (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the day 17 of May , 2021, has and does hereby employ the said T. Neil Wetherbee for a period commencing on May 17, 2021 and ending on June 30, 2026 according to the following terms and conditions.

### **General Terms**

1. Superintendent shall perform the duties as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto.

2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect there to. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Superintendent agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance the operation of the School District and will use his best efforts to maintain and improve the quality of the programs and services of the School District.

### **Annual Evaluation**

4. Annually, but no later than the last day of June each year during the term of this contract, the Board of Education shall review with the Superintendent his performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b using an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and in compliance with the above-mentioned laws.

## Compensation

5. Compensation under this contract includes salary and wages, investments made in a tax sheltered annuity for a public school employee as remuneration for service under the Public School Employees Retirement Act, longevity pay, and merit pay as established by a reporting unit for the purpose of rewarded achievement or specific performance objectives. Board has allocated wages/compensation under this Contract between salary and annuity contributions, as requested by Superintendent. Board makes no representations as to the advisability or impact of these allocations for purposes of the Superintendent's tax, retirement, or financial planning. Board provides no assurances for purposes of retirement benefits. Superintendent has been provided an opportunity to consult with legal counsel, financial advisors, retirement advisors, and others as Superintendent deemed appropriate in requesting these allocations and has not relied on any representations by Board. Compensation increases shall occur only so long as the school fund balance remains at 30% or higher than collected tax revenue.

a.) Superintendent shall be paid at an annual (twelve month) salary rate of not less than one hundred and fifteen thousand Dollars (\$115,000) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Upon each annual satisfactory evaluation Superintendent shall receive an annual increase of three thousand Dollars (\$3,000) effective each July 1.

i. Employee is employed on the basis of 250 workdays per fiscal year (July 1 through June 30) as scheduled by Board, and generally works forty (40) hours per week but is expected to work additional hours as required for his position.

ii. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30). This salary shall be prorated should Employee work less than a full fiscal/contract year.

ii. The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Superintendent and the Board, shall become a part of this Contract.

b.) In addition to his annual salary for services performed, Administrator will be paid compensation as a non-elective annuity contribution to an IRS 403(b) annuity plan of his choosing in the annual amount of five percent (5%) of his annual salary. Each year, an additional one percent (1%) non-elective annuity contribution shall be made. This sum shall be reported as wages for the Office of Retirement Services (ORS) retirement contributions, if required by the Michigan Public School Employees Retirement System.

c.) Administrator shall also receive longevity payments as further compensation for services performed in the amount of a five percent (5%) of his annual salary with an additional increase of one percent (1%) each year thereafter. Such salary increase will take effect July 1st of each contract year.

d.) If, at any time, ORS reimburses contributions made from wages/compensation in this Contract or from previous contracts between Board and Employee, reimbursement of Employee's contribution will be credited to Employee's 401(a), 403(b) or 457 plan with no cash option given.

### **Fringe Benefits**

6. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of 25 days per fiscal year. Vacation days must be used within the fiscal year for which they are made available, except for the first year of this contract. Vacation days unused during the first year of this Contract may be accumulated up to twenty (20) days. Superintendent shall not receive any additional compensation in lieu of unused of vacation days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. The Board shall be informed in advance of all scheduled vacation time of the Superintendent.

In addition, the Superintendent is eligible to take an additional five (5) professional leave days per fiscal year to accept invitations to speak, teach, or consult with other educational institutions. These experiences are understood to continue to provide the Superintendent with additional opportunities for professional development. Superintendent shall not receive any additional compensation in lieu of use of professional leave days.

7. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Superintendent and his eligible dependents for enrollment in the following insurance programs:

Health: MESSA ABC Plan 1 \$1,400/\$2,800 Deductible 0% Coinsurance

Negotiated Life: \$250,000 AD&D

Vision: VSP 3 Plus

Platinum

Dental: 100X90/90 - \$1500 Class I, II, III.

90 Class IV Lifetime maximum, two cleanings per year, Sealants-yes, no adult ortho

Prescription Card: Saver Rx

LTD: 60%

\$5,000 monthly maximum

90 Calendar days- modified fill  
Maternity coverage  
Pre-Existing condition waiver  
Freeze on offsets  
Alcohol/Drug Addiction- same as any other illness  
Mental/Nervous- same as any other illness

Superintendent agrees that the Board has the right to allocate to Superintendent responsibility for a portion of the benefit plan costs for the insurance coverages specified above, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Superintendent of the amount for which he is responsible in excess of the Board paid benefit plan costs contributions. Superintendent agrees that the amount of benefit plan costs contributions designated by the Board as Superintendent's responsibility shall be payroll deducted from Superintendent's compensation.

If Superintendent elects to not participate in the Medical package for Superintendent and his family, the Board agrees to pay a premium equal to full family coverage (as stated in the contribution limits under MCL 15.563, as amended by 2013 Public Act 270) into an insurance policy of his choosing subject to board approval upon request. The Superintendent may only receive the foregoing option amount if he provides written verification that he is enrolled through another source in health plan coverage. The Superintendent agrees to notify the Board in writing of this decision annually, in advance of the annual enrollment period for the Medical insurance plan.

8. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his-eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

9. Superintendent is entitled to the following holidays for which no service to the School District is required:

New Year's Eve  
New Year's Day  
Mid-Winter Break  
Memorial Day  
July 4th  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

10. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 12 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 120 days for absence due to personal illness or disability of Superintendent. The superintendent will not receive and cash payment or compensation for unused sick days.

11. Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Superintendent shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations (MASA, AASA, or additional organizations) shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

12. The Superintendent shall be provided liability coverage under the school's general liability and Errors and Omissions Insurance Policy while engaged in the performance of a governmental function and while Employee is acting within the scope of [his/her] authority. The policy limits for this coverage shall be not less than One Million Dollars and 0/100 (\$1,000,000.00). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Employee. The sole obligation undertaken by Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, Board shall have the right to discontinue said coverage and shall so notify Employee. In that event, Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Employee as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

### **Contract Termination**

13. The Board shall be entitled to terminate the Superintendent's employment for reasons that are not arbitrary and capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

### **Contract Nonrenewal**

14. This Contract may be non-renewed by Board pursuant to Section 1229(1) of the Revised School Code.

### **Incapacity**

15. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

### **Tenure in Position**

16. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

### **Medical Examination**

17. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract, Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

### **Entire Agreement**

18. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are canceled and are superseded by the terms of this Contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the two officers of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

### **Arbitration**

19. In the event of any dispute between the parties relating to discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Uniform Arbitration Act, MCL 691 .1681 et seq and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 13<sup>th</sup> Judicial Circuit of Michigan Leelanau County, subject to the provisions of the Michigan Uniform Arbitration Act.

#### **Statute of Limitation**

20. Superintendent agrees that any claim or action arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in the is Contract and waives any longer statute of limitations period to the contrary. Should a Court or administrative agency of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a claim or action, it is the intent of the parties that this provision be enforced to the extent possible and that the action or claim should be barred unless it was brought within the minimum reasonable time within which the claim or action should have been commenced.

#### **Severability**

21. If any provision or this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

#### **Authority**

22. This Agreement is executed on behalf of the Northport Public School District pursuant to the authority granted as contained in the resolution of the Board adopted on May 17, 2021, the same being incorporated herein by reference.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: \_\_\_\_\_

\_\_\_\_\_  
T. NEIL WETHERBEE- SUPERINTENDENT  
NORTHPORT PUBLIC SCHOOL  
BOARD OF EDUCATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Secretary